

Agenda Item Form

Agenda Date: 04/20/04

Districts Affected: N/A

Dept. Head/Contact Information: [El Paso Water Utilities, Fred Loweree, (915) 594-5501]

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Needed in order to hire employee on a permanent basis.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and Benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

SO OF LW 04/20/04
INVESTIGATIVE UNIT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **BRUCE PONIKVAR**, to assist the El Paso Water Utilities as a PC LAN Specialist II at an hourly rate of \$18.38 for 40 hours per week. The term of the contract shall be for the period of April 21, 2004 through April 20, 2005.

APPROVED this 20th day of April, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **BRUCE PONIKVAR**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a PC/LAN Specialist II; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about April 21, 2004 and be completed by April 20, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Eighteen and 38/100 Dollars (\$18.38). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
El Paso Water Utilities
Attn: General Manager
1154 Hawkins
El Paso, Texas 79925

EMPLOYEE: Bruce Ponikvar

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 20th day of April, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Bruce Ponikvar

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Edmund G. Archuleta, P.E.
General Manager

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

PC/LAN SPECIALIST II

(EL PASO CONTRACT POSITION)

Summary

Under general supervision, provide complex, specialized technical support for personal computers and local area networks.

Typical Duties

Provide complex technical support to clients in support of their daily business functions. Involves: Set up clients with e-mail and creating shares to make resources available on the network. Verify network data access requests before providing access to network resources. Ensure system is secure from unauthorized computer access. Meet with clients to evaluate and identify user needs, and conduct client training on newly installed hardware and software systems.

Assisting in support of client local area networks. Involves: Provide network support, install and configure new software on personal computers, and monitor network error logs. Configure network operating system for efficient performance. Troubleshoot and correct system problems. Identify source of hardware or software problems and take appropriate corrective action. Document all trouble reports in help desk software or in site binders.

Research and evaluate new software packages or new hardware platforms and provide advanced technical support to other staff. Involves: Develop scripts or implement utilities to automate or assist in automating tasks. Run tests and debug to ensure system runs correctly. Participate as a team member on projects. Act as project lead on small-to medium personal computer related projects, as assigned.

Provide professional staff assistance to department management by coordinating day-to-day internal operations, if assigned. Involves: Prepare schedules for multiple concurrent projects. Arrange for timely availability of resources. Balance functional activities of participating units. Expedite work flow to meet completion commitments. Facilitate resolution of conflicting priorities. Act as project team leader or substitute unit supervisor as authorized. Engage in database, web site or other end user applications programming and analysis as qualified.

Perform related duties as assigned. Involves: Work with various other technology departments at various local, state and federal agencies to ensure efficient computer use between systems. Substitute, if assigned, for immediate supervisor, subordinates or coworkers.

Minimum Qualifications

Education and Experience: Equivalent to a combination of an Associate's degree in Computer Information Systems, Microcomputer Technology or a related field, and two (2) years of wide area and local area network hardware and software support experience.

Licenses and Certificates: Must be certified by Computing Technology Industry Association (which includes passing the core module and specialty module for the City's existing computer platform) at time of application and maintain certification throughout employment, or possess comparable certification deemed appropriate by the requesting department. Some positions may require a valid Texas Class "C" Driver's License or equivalent issued by another state by time of appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

BRUCE PONIKVAR

OBJECTIVE

To apply for the PC/LAN SPECIALIST II position that will utilize my skills and knowledge.

EXPERIENCE

El Paso Water Utilities
1154 Hawkins Blvd.
El Paso, TX 79925
(915)-594-5555

July 1999-Present
Co-op Employee
PC - LAN Specialist

- Complete property transactions with the use of property transfer forms. Obtain location and inventory of current computer equipment.
- Assist co-workers in the completion of tasks by prior experience or by collaborative ideas. Consult supervisors about appropriate solutions after completed research and analysis. Inform and instruct co-workers regarding procedures for performing particular tasks.
- Configure client computers for IP and IPX printing capabilities. Use troubleshooting skills to identify software, hardware and network printing problems. Perform preventative maintenance on printers.
- Install and configure computer components: Hard Drive, Memory, Scanner, CDRW, Printers / Plotters, Add on cards. Identify software and operating systems problems relating to computer components.
- Deploy software application updates and new installations by use of deployment and management tools such as Symantec Ghost and VBS Scripts and Batch files.
- Answer Help Desk line to troubleshoot or diagnose computer problems over the phone or through remote access utilities such as the Remote Registry and Management Console.

- Analyze network connectivity and cabling relating to computer, network and software issues. Evaluate computers for hardware and software upgrades required by users or projects.

Tierra West Inc.

6410 Airport Rd. Ste. # 4
El Paso, TX 79925
(915) 779-1703

June 2002-August 2003

PC Specialist

- Implemented new customer account database.
- Organized customer contracts and warranty deed filing system. Created customer contract and warranty deed templates.
- Designed and Managed web based auctions.

EDUCATION

- **The University of Texas at El Paso** – Earned a BS in Computer Science Engineering on December 13th of 2003.
- CompTIA A+ Certification.

COMPUTER RELATED SKILLS

- Extensive knowledge of computer hardware and peripherals ranging from digital cameras and scanners to motherboard and computer component upgrades. Experience troubleshooting network based applications.
- Build and sell custom designed and configured computers as part time business.
- Vast knowledge and troubleshooting skills of Microsoft Windows (95 – XP), Office (97 – XP) and experience with Windows Server (NT – 2000), UNIX and Linux. Experience with HP PocketPC 2000 pda.
- Programming knowledge in the following languages: Pascal, FORTRAN, PHP, HTML, MIPS, OpenGL, C.
- Familiar with Novell Client 4.6, 4.8.13 login and Novell networking procedures. Experience with Compaq, Dell, Gateway, Toshiba computers and warranty replacement procedures.
- Configuration of Windows 2000 server roaming profiles, creation of user accounts in NT 4.0 server, mapping of network drives, backup routines, user rights management, DHCP server, terminal services, remote installation services.